FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00115350 **Type of Permit:** STILL **Release Date:** 11/11/2016

Production Company CHRISTOPHER SHINTANI DBA SHINTANI PHOTOGRAPHY

Insured Company Name CHRISTOPHER SHINTANI DBA SHINTANI PHOTOGRAPHY

Contact Phone No. 1 323-547-5666

Contact Phone No. 2

Fax

Address 413 DONCREST ST
MONTEREY PARK, California 91754

Production Title ELLEJAY SWIM

Type of Production Still Photo

Producer Eric Chambers

Director Chris Shintani

1st AD Chris Shintani

Production Manager Eric Chambers

FilmL.A. Coordinator Nicole Tanker

Location Manager Eric Chambers

Primary Phone Mobile - 310-473-0010

Secondary Phone

Location Assistant Chris Shintani

Primary Phone Mobile - 3235475666

Secondary Phone

Fees

FILMLA NON-REFUNDABLE STILL APPLICATION FEE	$63.00
SANTA MONICA BEACH STILL PHOTO LOCATION FEE	$117.50
SANTA MONICA BEACH STILL PHOTO APPLICATION FEE	$143.15

Total Permit Fee $323.65

Number of Locations 1

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Summary Information — Location

Permit Number	S00115350	**Location Manager**	Eric Chambers
Production Company	CHRISTOPHER SHINTANI DBA SHINT...	Primary Phone	Mobile - 310-473-0010
Insured Company	CHRISTOPHER SHINTANI DBA SHINT...	Secondary Phone	
Production Title	ELLEJAY SWIM		

Location Address SANTA MONICA BEACH (EXCLUDING PIER), SANTA MONICA, CA, 90401

Location Name SANTA MONICA BEACH

Location Type Beach

Location Description WHEN HAVING WATER ACTIVITY OR REQUESTING USE OF LIFEGUARD TOWERS
* PRODUCTION NEEDS TO CONTACT THE LEAD SANTA MONICA LIFEGUARD CAPTAIN 2 DAYS IN ADVANCE AT 310-394-3261 TO DISCUSS THEIR ACTIVITY.

*****SANTA MONICA BEACH SUMMER RESTRICTIONS - 5/14/16 THRU 9/5/16 (SCROLL DOWN)*****
*No filming at the beach on weekends - still and motion
*The bike path cannot be used for filming from Memorial Day weekend through Labor Day weekend.
*Filming on Ocean Front Walk will be permitted on a case-by-case basis, discuss with Wendy prior to sending permit.
*Filming is not allowed on beaches or beach parking lots on Memorial Day, July 4th or Labor Day weekends.
*Please keep in mind that the Twilight Concert Series will take place every Thursday at 7pm starting on July 7th these concerts can attract a couple thousand people to the pier and the beach. Sound checks usually occur much earlier in the day and can impact productions recording sound.

No posting of production/directional signs allowed on public property.

Film Dates 11/11/2016 - 11/11/2016 12:00 - 18:00 1 day

Open or Closed to the Public Open

Generic Conditions All vehicles must be parked on private property
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents Signature Page 115350.pdf
Revised Terms & Condition e delivery.pdf
NO SIGNAGE IN SANTA MONICA.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	4

Personnel on Location

Type	Quantity
Cast	1
Crew	5

Filming Activities Handheld equipment; Exterior models against scenery; Shooting near swings at Muscle Beach; South side of pier on the beach;

Jurisdiction **Political:** City of Santa Monica **Police:** Santa Monica Police Department **Fire:** Santa Monica Fire Department

Thomas Guide **Page:** 671 **Grid:** E3

Approvals

SANTA MONICA - PUBLIC WORKS DEPARTMENT	Kathy Ruff
SANTA MONICA POLICE DEPARTMENT	Cody Green
SANTA MONICA/COMMUNITY AND CULTURAL SERVICES - ALL CITY PARKS/STATE BEACH AND BEACH PARKING LOTS	Wendy Pietrzak

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Summary Information — Location

Permit Number	S00115350	**Location Manager**	Eric Chambers
Production Company	CHRISTOPHER SHINTANI DBA SHINT...	Primary Phone	Mobile - 310-473-0010
Insured Company	CHRISTOPHER SHINTANI DBA SHINT...	Secondary Phone	
Production Title	ELLEJAY SWIM		

Coordinator Note No posting of production/directional signs allowed on public property.

Coordinator Note **NO WATER ACTIVITY**

Coordinator Note NO OFFICERS NEEDED PER SMPD

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

Parking Notes
Pier parking lot. Production will pay for spaces and display passes

NO SETTING TABLES, CHAIRS, OR POP UP TENTS IN PARKING LOT

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FilmL.A., Inc.
6255 W. Sunset Blvd 12th Floor
Los Angeles, CA 90028

ATTACHED IS A <u>FINAL DRAFT</u> OF THE PERMIT FOR WHICH YOU APPLIED.

- **Please review all copies of this final draft permit/rider and attachments.**
- **<u>If you need to make changes</u>, contact your assigned coordinator immediately at (213) 977-8600.**
- **<u>If there are no changes</u>, please indicate approval and acceptance of the permit by entering an authorized signature below. *An authorized signature is acceptable if typed in the following form: /john quincy doe/***
- **Please be advised that your signature hereon will bind the production company to all the terms, conditions and restrictions of the final permit. Your permit is not valid and cannot be used unless and until you enter the information requested below with your signature and return it to FilmL.A. with all attachments.**
- **After you enter your signature and other information below and return it to FilmL.A. with all attachments, we will email you the final permit release copy, from which all "Draft" designations have been removed, for your use and records, in a pdf. (If you do not return your approval by 6 p.m. your permit may not be ready for delivery until the next business day.)**

PERMITTEE (Company Name)	Ellejay Swim
Signature of Authorized Company Representative Valid signature = /john quincy doe/ (include slashes)	**Christopher Shintani**
DATE OF SIGNATURE	11/10/16

By typing your signature above, you certify that you have read and agree to all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions set forth above (collectively, the "Permit Terms"), and you agree to bind the Permittee to all the Permit Terms. You further certify that you have the power and authority to bind the Permittee to the Permit Terms, and you understand and acknowledge that this permit and the Permit Terms constitute a legally-enforceable obligation on Permittee. Your permit is not valid and cannot be used unless and until you sign this document, return it to FilmL.A., and receive a final permit from FilmL.A. from which all "Draft" designations have been removed.

DRAFT & FINAL PERMITS CAN BE SENT ONLY DURING NORMAL BUSINESS HOURS (8:00 am to 6:00 pm).

NOT A PERMIT

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee. Permittee acknowledges and agrees that if permittee does not request a refund in accordance with the terms and conditions stated herein, FilmL.A. shall utilize unrequested refunds to support its 501(c)(4) public benefit purpose, including, but not limited to, areas such as enhancing the film permitting process, marketing and promoting filming in the region, student film projects, research and education about filming and any other uses that promote film production.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) This permit does **not** grant Permittee a license to use the Intellectual Property (seals, badges, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such Intellectual Property. (h) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

By the use of this permit, Permittee accepts and agrees to be bound by all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions asset forth above. Permittee further acknowledges that Permittee's signature on file with FilmL.A., Inc.indicates that Permittee accepts and is bound by all the terms, conditions, restrictions and obligations of this permit, including not only the above General Terms, Conditions and Restrictions,but also the Filmmakers Code of Professional Responsibility, Park Film Office Rules, if any, Special Filming Conditions, if any, Lane/Road Closure conditions, if any, and any other term, condition or restriction setforth on the permit and any attachments.

City of Santa Monica
Transportation Engineering & Management Division
Post Office Box 2200, Santa Monica, California 90407-2200

NOTICE

To: Applicants for Film Permits in the City of Santa Monica

From: Transportation Engineering & Management Division

Subjects: Directional and Other Signs

Use of Temporary No Parking Signs

Please be advised that the posting of advertising, directional or other types of signs in, or visible from, public rights-of-way is prohibited by Chapter 9.52 of the Santa Monica Municipal Code. Any such signs will be removed and destroyed by City forces. And, you will be charged $59.93 per sign or the actual cost of removal, whichever is greater, for each such sign.

Temporary No Parking signs are available to facilitate your filming activities from the Public Works Permit Counter. You are responsible for the installation and removal of such signs. You will be provided with a sheet of instructions when you pick up the signs. Temporary No Parking signs must be removed immediately after your film shoot is completed. Any Temporary No Parking signs not promptly removed will be removed by City forces. And you will be charged $59.93 per sign or the actual cost of removal, whichever is greater, for each such sign.

In order to avoid such problems, we respectfully request your voluntary compliance.

Should you have questions, please contact the Transportation Engineering & Management Division at (310) 458-8291 or traffic.engineering@smgov.net.

NO PERMIT